

A.G. Contract No. KR97-0240TRN
ADOT ECS File No. JPA 97-12
Project: TEA-022-2(52)
Tracts: 060 MA 143 H 4364 O1 C
Section: US-60 Grand Avenue

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into 19 May, 1997
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the City of Surprise, acting by and through its Mayor and City Council (the "City").

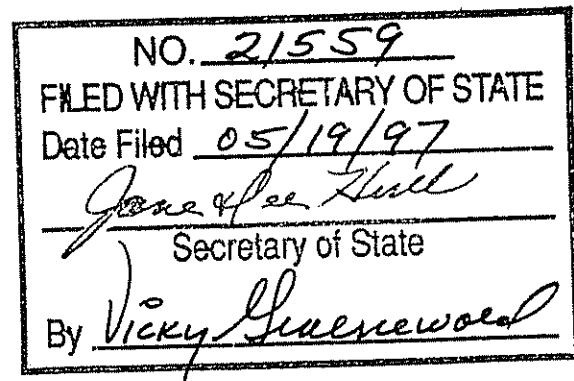
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to provide sidewalks and to landscape certain areas within the right of way on US 60 at the following location.

From Frontage Road centerline roadway station 9+822 at Dysart Rd. to Frontage
Road centerline roadway station 10+989 at Greenway Rd. , a net distance of
approximately 1.17 kilometers.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the sidewalk, landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using Federal and State funds.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the sidewalk including sweeping and making repairs as required to maintain it in a safe and functional condition.

6. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

7. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said sidewalks and landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Surprise
City Manager
12425 W. Bell Rd., Ste D-100
Surprise, AZ. 85374

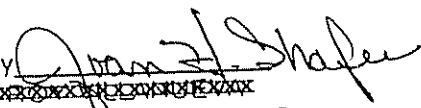
7. Attached hereto is the written determination of each party's legal counsel the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

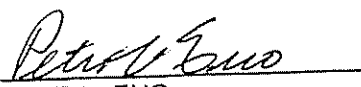
CITY OF SURPRISE

STATE OF ARIZONA
Department of Transportation

By



~~XXXXXXXXXXXX~~
Mayor Joan H. Shafer

By


PETER L. ENO
Contract Administrator

ATTEST

By

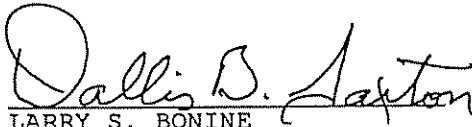

SHERRY AGUILAR
City Clerk

JPA 97-12

RESOLUTION

BE IT RESOLVED on this 30th day of January ,1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Surprise to provide sidewalks and to landscape certain areas within the right of way on US 60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

Page 6 - Regular Council Meeting
04/24/97

Consideration and action to approve
Contract - Citizens Utilities - Assured
Water Supply Analysis. PASSED.



Consideration and action to approve -
Intergovernmental Agreement with
Arizona Dept. of Transportation -
I.S.T.E.A. Sidewalk Project. PASSED.

Consideration and action to approve -
Contract/Intergovernmental Agreement
with Westside water providers - Regional
Use - C.A.P. water - \$6,062. PASSED.

STAFF REPORTS:

Johnson made the motion to approve a Contract with Citizens Utilities to conduct an analysis of the City's ability to become designated as having an assured water supply and to prepare an assured water supply application. The amount of this contract is \$26,090. This work involves a level of detail which is beyond the capacity of City Staff. Villanueva seconded the motion. Carried unanimously.

Villanueva made the motion to approve an Intergovernmental Agreement with the Arizona Department of Transportation for construction and maintenance of a sidewalk on Grand Avenue. There will be no cost this fiscal year, but there will be a cost in future years for maintenance. Reafleng seconded the motion. Carried unanimously.

Villanueva made the motion to approve entry into a Contract /Intergovernmental Agreement with other Westside water providers to form an entity to plan a system for regional use of C.A.P. water at a cost of \$6,062. The purpose of this planning effort is to solve the problem of the lack of infrastructure to utilize C.A.P. water. Johnson seconded the motion. Carried unanimously.

Mayor Shafer announced that there will an event held at the ASU-Sundome to celebrate Cinco De Mayo. Some of the proceeds will go to benefit Dysart School District.

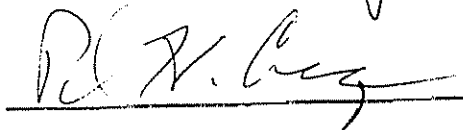
City Manager McComb announced that the Police Department should be moved in to their new office by the end of next week.

JPA 97-13

APPROVAL OF THE CITY OF SURPRISE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SURPRISE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 6th day of May, 1997.



City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0240TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 12, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cl/5258